

1-31-92 OMB No. 0651-0011 (exp. 4/94)	RECORDATION FORM COVER SHEET PATENTS ONLY	Patent and Trademark Office Attorney Docket No.: AGIT113238
To the Director – U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Execution Date: Applied Geotechnology Inc. April 12, 1999 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Camp Dresser & McKee Inc. Address: One Cambridge Place, 50 Hampshire Street, Cambridge, MA 02139 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Stock Purchase and Sale Agreement</u> Execution date: <u>See Above</u>		
4. Application number(s) and/or patent number(s): A. Patent Application No(s). 09/273,958 B. Patent No(s). Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If this document is being filed together with a new patent application, enter the date the patent application was signed by the first named executing inventor: _____		
5. Name and address of party to whom correspondence concerning document should be mailed: <div style="text-align: center;"> Barry F. McGurl, Esq. Customer No. 26389 CHRISTENSEN O'CONNOR JOHNSON KINDNESS^{PLLC} 1420 Fifth Avenue, Suite 2800 Seattle, WA 98101-2347 206.682.8100 </div>	6. Total number of applications and/or patents involved: <u>1</u> 7. Total fee (37 C.F.R. 3.41):\$ <u>\$40.00</u> Enclosed Check No. <u>126713</u> includes the recordation fee. 8. The Director is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17 and 1.18 which may be required during the entire pendency of the application, or credit any overpayment, to Deposit Account No. 03-1740. This authorization also hereby includes a request for any extensions of time of the appropriate length required upon the filing of any reply during the entire prosecution of this application.	
DO NOT USE THIS SPACE		
9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <u>Barry F. McGurl</u> Name of Attorney or Agent Registration No. 43,340 Direct Dial 206.695.1775 </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 20%; text-align: center;"> <u>3/30/01</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and document: <u>7</u> </div>		

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid and addressed to the Director – U.S. Patent and Trademark Office, Washington, D.C. 20231, on the below date.

Date: 3/30/01

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06/20/01

STOCK PURCHASE AND SALE AGREEMENT

among

APPLIED GEOTECHNOLOGY INC.,

CAMP DRESSER & MCKEE INC.

and

Dated as of April 12, 1999

BUSDOCS:711497.10

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Sent by: Camp Dresser & McKee Inc.

STOCK PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated as of April 12, 1999, by and among Applied Geotechnology Inc., a Washington corporation (the "Company"), Camp Dresser & McKee Inc., a Massachusetts corporation (the "Buyer"),

Recitals

- A. The Shareholders own of record and beneficially all of the issued and outstanding shares ("Shares") of the capital stock of the Company.
- B. The Shareholders desire to transfer and the Buyer desires to acquire all of the Shares in accordance with the terms and conditions set forth below.

Accordingly, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. SALE AND PURCHASE OF STOCK

- 1.1. Sale and Purchase of Stock. Subject to the terms and conditions set forth in this Agreement, the Shareholders agree to sell to the Buyer, and the Buyer agrees to purchase from the Shareholders, at the closing referred to in Section 2 of this Agreement (the "Closing"), the Shares set forth opposite their names in column B of Schedule 1.1, constituting all of the outstanding Shares, in exchange for an aggregate purchase price of:

3.19. Intellectual Property. Schedule 3.19 hereto sets forth a complete and accurate list of (a) all patents, trademarks, trade names and copyrights registered in the name of the Company or used or proposed to be used by the Company, all applications therefor, and all licenses and other agreements relating thereto, and (b) all written agreements relating to technology, know-how and processes which the Company has licensed or authorized for use by others. Except to the extent set forth in Schedule 3.19, to the knowledge of the Group A Shareholders, the Company owns or has the sole and exclusive right to use all patents, trademarks, trade names and copyrights used or necessary for the ordinary course of business as presently conducted or proposed to be conducted, and the consummation of the transactions contemplated hereby will not alter or impair any such right. No claims have been asserted, and no claims are pending, by any person regarding the use of any such trademarks, trade names, copyrights, technology, know-how or processes, or

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challenging or questioning the validity or effectiveness of any license or agreement, and there is no basis for such claim to the knowledge of the Group A Shareholders. The use by the Company of such patents, trademarks, trade names, copyrights, technology, know-how or processes does not infringe on the rights of any person.

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Sent by: Camp Dresser & McKee Inc.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as an instrument under seal as of the day and year first above written.

APPLIED GEOTECHNOLOGY INC.

By: 

John H. Newby
President

CAMP DRESSER & MCKEE INC.

By: 

Thomas D. Furman, Jr.
President and
Chief Executive Officer

Schedule 3.19

• Intellectual Property

(a) U.S. Patents pending:

- Dissolved Hydrogen Analyzer; Patrick J. Evans, Ph.D., named inventor
New U.S. Patent Application, March 1999
Patrick J. Evans, Ph.D., named inventor
- Bioavailable Iron Assay Natural Attenuation Test Kit
New U.S. Provisional Patent Application, March 1999
Patrick J. Evans, Ph.D., and Derek R. Lovely, named co-inventors